

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM687165

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MI Valve, LLC		10/14/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Metal Industries, LLC		
Street Address:	1985 Carroll Street		
City:	Clearwater		
State/Country:	FLORIDA		
Postal Code:	33765		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5342717	AAB	
Registration Number:	5342716	AAB	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7274611818		
Email:	zacharym@jpfirm.com		
Correspondent Name:	Zachary David Messa		
Address Line 1:	911 Chestnut Street		
Address Line 4:	Clearwater, FLORIDA 33756		
NAME OF SUBMITTER:	Zachary D. Messa		
SIGNATURE:	/Zachary D. Messa/		
DATE SIGNED:	11/10/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("IP Assignment"), dated as of October 14, 2021 is made by MI Valve, LLC, a Florida limited liability company ("Assignor"), located at 1985 Carroll Street, Clearwater, Florida 33765 in favor of Metal Industries, LLC, a Florida limited liability company ("Assignee"), located at 1985 Carrol Street, Clearwater, Florida 33765, for the assignment of right, title, interest and ownership in the Assigned IP from Assignor to Assignee.

NOW THEREFORE, the Parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee and Assignee hereby accepts, the entire, full and exclusive right, title, and interest in and to the following (the "Assigned IP"):

(a) the patents set forth on Schedule 1 hereto, all inventions described and claimed therein, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, and all legal equivalents thereof in a foreign country and any applications claiming priority thereto for the full term or terms for which the same may be granted (the "Patents");

(b) the trademark registrations set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Assignor in the Assigned IP accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Assignor hereby represents and warrants that it has full right to convey the entire interest herein assigned, and that it has not executed, and covenants that it will not execute, any agreement in conflict with this IP Assignment;

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent Number	Issue Date
Airflow balancing valve for HVAC systems	U.S.	10,203,703	February 12, 2019
Airflow balancing valve for HVAC systems	U.S.	11,054,846	July 6, 2021

Patent Applications

Title	Jurisdiction	Patent Application Number
Airflow balancing valve for HVAC systems	U.S.	16432023
Airflow balancing valve for HVAC systems	U.S.	16233547

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
	U.S.	5342717	November 21, 2017
AAB	U.S.	5342716	November 21, 2017
	Canada	TMA1065472	December 6, 2019
AAB	Canada	TMA1065471	December 6, 2019